

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF SAN JOSÉ**  
**&**  
**THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL (UNIT 21)**  
**JULY 1, 2001- JUNE 30, 2004**

The City of San José (City) and the City Association of Management Personnel (CAMP) mutually agree that all managers represented by CAMP are an integral part of the effective delivery of municipal services to the citizens of the City of San José and that there is an expectation they will continue to play a vital role in sharing the management of the City.

The City and CAMP agree to the following changes to wages and benefits:

1) Term

July 1, 2001 through June 30, 2004

2) Wages

- a) A salary increase of 6.0% shall be provided by the City to all employees represented by CAMP, effective June 24, 2001.
- b) A salary increase of 5.0% shall be provided by the City to all employees represented by CAMP, effective June 23, 2002.
- c) A salary increase of 5.0% shall be provided by the City to all employees represented by CAMP, effective June 22, 2003.
- d) An additional 1.0% will be available June 23, 2002 for special adjustments and/or benefit enhancements. The parties must mutually agree on the special adjustments and/or benefit enhancements prior to June 23, 2002. If no agreement is reached, the additional 1.0%, or any amount remaining after any agreed upon special adjustments/benefits enhancements, will be allocated to a general salary increase.
- e) An additional 1.0% will be available June 22, 2003 for special adjustments and/or benefit enhancements. The parties must mutually agree on the special adjustments and/or benefit enhancements prior to June 22, 2003. If no agreement is reached, the additional 1.0%, or any amount remaining after any agreed upon special adjustments/benefits enhancements, will be allocated to a general salary increase.

3) Bereavement Leave

Each full-time or benefited part-time employee shall be granted bereavement leave with full pay for up to 40 work hours to attend to the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or

employee's domestic partner. All leave must be used within 14 calendar days following the death of an eligible person.

- a) Parents/Step-parents
- b) Spouse/ Domestic partner\*
- c) Child/Step-child
- d) Brother/Sister/Step-brother/Step-sister/Half-brother and Half-sister
- e) Grandparents/Step-grandparents
- f) Great grandparents/Step-great grandparents
- g) Grandchildren
- h) Son/Daughter-in-law
- i) Brother/Sister-in-law

\*A domestic partner, as referenced in the section above, must be the domestic partner registered with the Department of Human Resources.

#### 4) Sick Leave

##### a) Use of Sick Leave

Effective September 19, 2001, accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources. In addition, accrued sick leave may also be utilized by an eligible female employee due to illness, injury or disability related to pregnancy or child-birth.

Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, or stepchild.

The provisions of this section related to the use of sick leave for the care related to the illness or injury of the employee's family members as defined above shall expire at the end of the term of this Agreement. In the negotiations for a successor Agreement, the parties shall review and evaluate the appropriateness of this benefit.

##### b) Sick Leave Payout

The City agrees to discuss with CAMP procedures for sick leave payout prior to retirement.

5) The Professional Development Program

Effective July 1, 2001, the Professional Development Program guidelines will be revised to increase the Internet service reimbursement under the existing Professional Development Program to a maximum of \$50 per month.

6) Quarterly Reports

The City shall provide quarterly reports to CAMP regarding new and promoted employees represented by CAMP.

7) The Management Performance Program

Effective with appraisals for the 2000-2001 Fiscal Year, employees represented by CAMP are eligible for performance-based pay increases up to 5% above the top step of their range to be distributed as part of their biweekly earnings for up to 1 year from the date received. This performance-based pay shall be pensionable and re-earnable.

8) Employee Assistance Program

- a) Upon request of CAMP, the Director of Employee Relations will discuss the need of individual employees in the unit for additional EAP benefits.
- b) Upon the request of CAMP, the Director of Employee Relations will discuss special consulting needs in specific work units including, but not limited to, coaching and teambuilding.

9) LIUNA Supplemental Retirement Plan

The City agrees to review the LIUNA supplemental retirement plan and discuss the findings with CAMP. This review and discussion with CAMP shall occur no later than June 23, 2002. If the City and CAMP should decide to implement this program, it shall be funded by the 1.0% available on June 23, 2002.

10) Terms, conditions, and benefits, as defined on the 2001-2004 Management Compensation Summary for Units 4, 21 and 99, will be in effect during the term of this Agreement.

Dated this November 26, 2001

*FOR THE CITY*

*FOR C.A.M.P.*

---

Del D. Borgsdorf  
City Manager

---

Robert Cushing, President  
C.A.M.P.

---

Alex Gurza  
Director of Employee Relations